A Subdivision Agreement for a Small Municipality

Ontario

Ministry of
Municipal Affairs
and Housing

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A Subdivision Agreement for a Small Municipality

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Special Projects
Branch

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A. INTRODUCTION

1. Purpose

This material is designed to assist municipalities where subdivision by registered plan is not a very common occurrence. Large urban municipalities have developed very complicated and lengthy forms of agreement but these documents may be inappropriate for small municipalities without the technical expertise to administer them.

It was felt that one "model" agreement could not serve the needs of every small municipality. Instead, a model format is presented, together with a series of clauses which could be considered for inclusion. Therefore, this is a "kit" whereby each municipality may produce its own subdivision agreement, as simple or as complicated as the circumstances dictate. Needless to say, the agreement should be drafted in its final form by the municipal solicitor before it is used.

2. Legislative Basis

The authority for the conclusion of a subdivision agreement between a municipality and a developer is contained in Section 50(6) of the Planning Act, 1983, which reads as follows:

> "Every municipality and the Minister may enter into agreements imposed as a condition to the approval of a plan of subdivision and any such agreement may be registered against the land to which it applies and the municipality or the Minister, as the case may be, shall be entitled to enforce the provisions thereof against the owner and, subject to the provisions of Registry Act and Land Titles Act, any and all subsequent owners of the land."

3. Format

It really helps if the reader can skim through the agreement and quickly find any clause he or she is seeking. This can be achieved by grouping clauses with a common element, giving each clause and each group a short heading and providing a table of contents and possibly an index.

A recommended format is as follows:

Title Page

Table of Contents

Parties to the Agreement and List of Schedules

Core

Signatures and corporate seal

Schedules

Clauses in the **Core** could be grouped under the following headings:

Installation of Services

Maintenance and Repairs during Construction

Acceptance of Works

Drainage, Landscaping and Design

Lands to be Conveyed

Administrative Provisions

Financial Provisions

Miscellaneous Provisions

It is emphasized that not all the **Core** main headings are essential in every agreement. When individual clauses have been chosen to suit a particular subdivision, the required main headings will become apparent.

The **Table of Contents** is strongly recommended even if the agreement is not more than three or four pages long. The **Introduction** to most subdivision agreements contains a series of "whereas" clauses describing the circumstances leading to the conclusion of the agreement. Most of this preamble is not essential. It is necessary to name the parties to the agreement and the land which is being subdivided. Of course, the date should appear prominently, either at the beginning or at the end of the agreement.

The clauses included in the kit are typical of clauses found in subdivision agreements used by municipalities throughout Ontario. Considerable variation exists in the particular requirements of different municipalities and it should not be assumed that the clauses in the kit represent any generally recommended provincial requirements. They should be considered merely as examples of provisions the municipality may wish to include in its agreement, subject to any modification required to suit local conditions.

4. Municipal Engineer

If a municipality does not have a municipal engineer on staff, a consultant should be retained and appointed to fulfill that function for the purposes of the subdivision agreement.

B. A MODEL AGREEMENT

SUBDIVISION AGREEMENT

between

THE CORPORATION OF .....

and

.....

.....

Dated ..... day of ....., 19...

.....
(Name of Municipality)

.....
(Address)

.....

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CORPORATION OF THE ..... OF .....

SUBDIVISION AGREEMENT

THIS AGREEMENT* made this ..... day of ..... 19 .

B E T W E E N:

hereinafter called the "Owner",

of the First Part,

- and -

THE CORPORATION OF

hereinafter called the "Municipality",

of the Second Part.**

THE PARTIES hereto agree as follows:-

1. LIST OF SCHEDULES ATTACHED

The following Schedules are attached to and form part of this Agreement:-

Schedule 'A': Description of Lands to Which This Agreement Applies, (herein called "the lands").

Schedule 'B': Draft Plan of Subdivision, (herein called "the Plan").

Schedule 'C': Easements and Land Dedications.

Schedule 'D': Engineering Design Criteria and Specifications.

Schedule 'E': Construction Schedule: Time Limits for Completion of Works.

Schedule 'F': Proposed Zoning.

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* The number of copies required will vary between municipalities. If it is intended to register the agreement, the original and a duplicate should go to the Land Registrar. The duplicate will eventually be returned to the municipality. A copy for the developer and at least one for the municipality's file during the registration process will normally be needed.

** Other parties to the agreement could include the Public Utilities Commission, the Regional Municipality and the mortgagee(s).

2. INSTALLATION OF SERVICES

2.1 General

Upon approval of the Plan by (the Minister, the Regional Municipality), the Owner shall design, construct and install at his own expense and in good workmanlike manner to the standards of the Municipality* all municipal services shown on the Plan.

Upon application by the Owner, the Municipality may, after approval of the Plan but prior to its registration, permit the design, construction and installation of the services. In such case, the Owner undertakes to remove the services and restore the lands on the direction of the Municipality if the Plan is not registered withing three years of draft approval.

2.2 Utilities

The Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro services to the lands, for installation or payment for an electrical distribution system and necessary appurtenances to service the lands and such other matters as the authority properly requires. The Municipality shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

(A similar clause may be appropriate for water supply services, if that service is supplied by a Public Utilities Commission, and for telephone, natural gas or other services).

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* Council must ensure that appropriate standards have been adopted. Many agreements include the municipal engineering standards as a schedule. Municipalities are encouraged to adopt the appropriate standards proposed in the Ministry of Housing's report on Urban Development Standards (March 1976).

2.3 Consulting Engineer

The Owner shall employ a registered Professional Engineer to assume responsibility for the design, general supervision and resident supervision of the installation and construction of municipal services required by this agreement.

(A similar clause may be appropriate referring to a landscape architect holding full membership in the Ontario Association of Landscape Architects to undertake the landscaping required by the agreement.)

2.4 Contractors

The Owner shall submit to the Municipal Engineer a list of all the contractors and sub-contractors to be engaged in the installation of municipal services and no contract for such works shall be let by the Owner unless he has obtained the written approval of the Municipal Engineer for the contractor and sub-contractors.

2.5 Plans and Specifications

(a) Plans of Proposed Services

The Owner shall submit to the Municipal Engineer two sets of plans, profiles, detail drawings, specifications and, if required, calculations for the installation of all the required services. Such submission shall be in compliance with the standards and specifications of the Municipality.

(b) Grading Plan*

The Owner shall submit to the Municipal Engineer two sets of an overall grading plan. This plan shall specifically show existing and proposed grades for all lot corners, block corners, centre lines of roads and the centre of the minimum building set-back line on each lot. It shall also indicate existing ditches, natural watercourses and filled land.

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* A landscaping plan may also be required, particularly if clause 2.3 makes reference to a landscape architect.

(c) Review and Approval

The Municipal Engineer shall:

(i)review the submission with reasonable dispatch,

(ii)communicate to the Owner any corrections requisite for such compliance and,

(iii)subject to any requisite corrections, endorse his approval on the two sets of plans and specifications, retain one set for inspection purposes and return the other set to the Owner.

(d) As-Constructed Drawings

When services are completed the owner shall provide the Municipality with _____ sets of as-constructed drawings thereof.

2.6 Phasing of Development

The services as required to be provided by this agreement may be constructed in phases to provide all the required services to a portion of the lots as shown on the Plan, on the condition that no development occur in a phase until sanctioned by the Municipal Engineer.

2.7 Scheduling of Works

The Owner shall proceed with the construction and completion of the works in the sequence set out in Schedule 'E'.*

2.8 Commencement of Construction

The Owner shall not commence construction of any of the works required by this agreement without the approval of the Municipal Engineer and the Municipal Engineer

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* The final paving of streets and the construction of sidewalks should not be done prior to the completion of house building.

must be given 48 hours written notice of the Owner's intention to commence construction. Work interrupted longer than 14 days shall not be resumed except after similar notification.

2.9 Provision if Work not Satisfactory

In the event the Owner fails to install the services covered by this agreement or fails to proceed expeditiously or fails to install the services in accordance with the specifications and requirements of this agreement, then, upon the Municipal Engineer giving seven (7) days written notice by prepaid registered mail to the Owner, the Municipality through its employees, agents or contractors may without further notice enter upon the lands and proceed to supply all materials and to do all the necessary inspection and works in connection with the installation of the services, including the repair or reconstruction of faulty work and the replacement of materials which are not in accordance with plans or specifications and to charge the cost thereof, together with the cost of engineering, to the Owner. Such entry shall not be deemed as acceptance or assumption of the services.

2.10 Authority to Inspect

The Owner agrees to permit the Municipal Engineer or his agents to enter on the lands at any time to inspect the work and, if necessary, to make emergency repairs, at the Owner's expense. Such entry and repairs shall not be deemed to be an acceptance of the services or an assumption by the Municipality of any liability.

2.11 Use of Services by the Municipality

The Owner agrees that the services constructed by him may be used, prior to acceptance by the Municipality, for the purpose for which they are designed. Such use shall not constitute acceptance of the services and shall not relieve the Owner of any of his obligations.

2.12 Relocation of Existing Services or Repairs

The Owner agrees to pay the cost of relocating and repairing any existing services where such relocation or repair is made necessary by reason of the construction of the services required by this agreement, and to adjust the grade of all water service boxes, valves, hydrants and valve chambers as may be required by the Municipal Engineer.

If the grades of existing adjacent roads need to be changed, the necessary work to do this shall be at the Owner's expense.

2.13 Qualitative or Quantitative Tests

The Municipal Engineer may have qualitative and quantitative tests made of any materials which have been or are proposed to be used in the construction of any services required by this agreement and the costs of such tests shall be paid by the Owner.

2.14 Services Within Easements

The Owner agrees that he will not apply for building permits for lots or blocks on which easements have been imposed, or for lots or blocks immediately adjoining such easements, until such time as the Municipal Engineer has certified that the required service or services have been installed within the limits of the easements or that the easement descriptions have been adjusted in accordance with the location of the services as actually installed.

2.15 Blasting

The Owner agrees that no blasting will be undertaken without the written consent of the Municipal Engineer.

3. MAINTENANCE AND REPAIRS DURING CONSTRUCTION

3.1 Roads Within the Plan

The Owner agrees to carry out all road maintenance, including dust treatment and grading, until the roads have their final surface.

3.2 Snowplowing and Sanding

The Municipality agrees to provide snowplowing and sanding service on (paved) subdivision roads connected by (paved) road to a public roadway. In all other circumstances, the Owner agrees to provide these services. The Owner agrees that any service provided by the Municipality prior to formal acceptance of the roads by the Municipality shall not be deemed acceptance of these roads.

3.3 Sewers

The Owner agrees to maintain the storm sewers and catch-basins until final acceptance and to clean the sanitary sewers if any material is deposited therein other than ordinary domestic waste. Maintaining the storm sewers and catch-basins includes filtering against excessive sedimentation. Prior to final acceptance, he agrees to clean all catch-basins and manholes and flush all sewers with hydraulic flushers to the satisfaction of the Municipal Engineer.

3.4 Care of Access Roads and Other Services

All access roads and all appurtenances on road allowances giving access to the subdivision shall be maintained in good condition during construction and, if damaged, restored by the Owner. The Owner agrees to apply oil or calcium to the access roads, as needed and in sufficient quantities to prevent dust problems.

3.5 Dumping and Removal of Debris or Fill

The Owner agrees neither to dump nor to permit to be dumped any fill or other debris on nor to remove or permit to be removed any fill from any public lands, other than for the actual construction of the roads in or abutting the subdivision, without the written consent of the authority having jurisdiction.

4. ACCEPTANCE OF WORKS

4.1 Inspections

The Municipal Engineer shall advise the Owner in writing of the stages of construction at which the Municipal Engineer requires the Owner to request inspections and the Municipal Engineer shall effect such inspections without delay when requested.

The Municipal Engineer may require the Owner to uncover for inspection purposes any work which has been covered by backfilling or otherwise before the Municipal Engineer has had a reasonable opportunity to inspect any portion of the work.

4.2 Preliminary Acceptance

Upon completion of construction and installation of (each stage of)* the municipal services and satisfactory inspections thereof, the Municipal Engineer shall issue to the Owner a Certificate of Preliminary Acceptance (for that stage) stating the date of the last inspection, whereupon the period of guaranteed maintenance (for that stage) shall commence.

4.3 Guaranteed Maintenance**

The Owner guarantees all the services constructed under this agreement for a period of one year following the date of the last inspection required for the issuance of the Certificate of Preliminary Acceptance. The Owner agrees to pay the Municipality immediately upon receipt of a written demand, any expense incurred by the Municipality in making emergency repairs during the guaranteed maintenance period.

---

* See Section 4.5, Staging of Acceptance.

** See also "Performance Guarantee" under "Financial Provisions".

4.4 Final Acceptance

At the end of the period of guaranteed maintenance of (each stage of) the municipal services, the Municipal Engineer shall complete the final inspection of those services. At the first reasonable opportunity following such final inspection of the services and any requisite corrections, which inspection shall not be unreasonably delayed, the Municipal Engineer shall recommend to Council final acceptance of the services and Council shall pass the necessary resolution accepting the services and assuming the maintenance thereof.

4.5 Staging of Acceptance

The inspections, preliminary acceptance and final acceptance of services shall be effected in the following stages for the purposes of commencement of the period of guaranteed maintenance and final acceptance of the services:

Stage I
- all underground services
- granular road sub-base
- curb bases (if the municipal standards include two part curbs)

Stage II
- granular road base and base course of asphalt road paving
- all other above ground services agreed to be completed in Stage II*

Stage III
- tops of curbs (if the municipal standards include two part curbs)
- gutters
- final course of asphalt road paving
- seeding or sodding of boulevards, except as noted in Stage II
- all other items of municipal servicing which were not completed in Stages I and II.**

---

* Includes sodding of roadside ditches and swales if applicable.

** As these services should be installed after house construction and poor weather conditions may delay house construction, the Municipality may accept a cash settlement and/or other assurance and do the work itself.

Upon issuance of the Certificate of Preliminary Acceptance of the Stage I services the period of guaranteed maintenance shall commence to run, as of the date of the last inspection thereof, for all the Stage I services except the granular road sub-base.

Upon issuance of the Certificate of Preliminary Acceptance of the Stage II services the period of guaranteed maintenance shall commence to run, as of the date of the last inspection thereof, for all the Stage II services.

Upon issuance of the Certificate of Preliminary Acceptance of the Stage III services the period of guaranteed maintenance shall commence to run as of the date of the last inspection thereof, for all the Stage III services.

5. DRAINAGE, LANDSCAPING AND DESIGN

5.1 Grade Control

The Owner agrees to grade and drain all the lands in accordance with the Grading Plan required in Subsection 2.5(b) of this agreement and as approved by the Municipal Engineer.

5.2 Lots Unsuitable for Building

The Owner agrees that the lots and blocks listed in Schedule ' ' hereto and indicated on the attached draft plan of subdivision are unsuitable for building purposes and that no application will be made for a building permit for the erection of any structure on the said lots or blocks until suitable drainage is provided and a written clearance is obtained from the Municipal Engineer. The Owner consents to the Municipality registering a caution or notice against said lands.

5.3 Topsoil

The Owner agrees that no topsoil shall be removed from the lands on the Plan, without the written consent of the Municipality. Where it becomes necessary to termporarily remove any topsoil, it shall be stock-piled and replaced on the lot or block to a depth of at least 15 centimetres (approximately 6 inches) over the entire area not covered by buildings, driveways or paved areas. If the existing topsoil on the site is not sufficient, additional topsoil will be supplied by the Owner to maintain the required depth over the area.

5.4 Landscaping

(a) Sodding & Seeding

(i) The Owner shall ensure that sod is laid on the unpaved portions of all road allowances and designated parks after all roads, walks, curbs, driveways and buildings are completed. The Owner shall

ensure that sod or seed is laid on the front, side and rear yards of all lots and blocks thereafter.

(ii) Sodding only, as opposed to seeding, shall be employed where, in the opinion of the Municipal Engineer, it is warranted on account of topography, soil conditions, or drainage.

(iii) Sod shall be local No. I nursery sod. Seed shall be a mixture of No. I perennial grass seeds compatible to the area; rate of spread to be as directed by supplier.

(iv) Sodding and seeding shall be maintained by the Owner until well established.

(b) Trees

The Owner agrees to pay to the Municipality the sum of ( ) per tree to provide for plantings at each forty foot frontage and flankage. The selection, location, and planting of trees will be the responsibility of the Municipality.

6. LANDS TO BE CONVEYED

6.1 Lands for Municipal Purposes, Easements, etc.

At no cost to the Municipality, the Owner shall grant to the Municipality free of encumbrances, the easements, one foot reserves and lands required for municipal purposes, described in Schedule 'C' hereto.

The Owner agrees to provide the easements required for utilities described in Schedule 'C' hereto.

6.2 Form of Conveyances

The Owner shall prepare all conveyances required, as described in Schedule 'C', in a form acceptable to the Municipal Solicitor and shall provide them to the Municipal Solicitor prior to the release of the plan by the Municipality for registration.

7. ADMINISTRATION

7.1 Registration of the Agreement

The Owner (and the Mortgagees) agree(s) that this agreement and the schedules hereto or any parts thereof may be registered upon the title of the lands, at the sole discretion of the Municipality. The Owner shall pay to the Municipality all legal disbursements incurred with respect to registration.

7.2 Time Limitation if Subdivision not Registered

In the event that the Plan of Subdivision has not been registered within three (3) years from the date of this agreement, the Municipality may, at its option, on one (1) month's notice in writing to the Owner, declare this agreement to be null and void.

7.3 Assignment of the Agreement*

The Owner shall not assign this agreement except with the prior written agreement of the Municipality.

7.4 Serving of Notices

Unless otherwise specified in this agreement, any notices required under the provisions of this agreement shall be given by prepaid registered mail or by personal delivery to the following persons at the following addresses:

TO THE MUNICIPALITY: Clerk

Municipality of .....

.....

TO THE OWNER: .....

.....

---

* The sale of lots on the Plan registered pursuant to this agreement is not an assignment under this clause.

TO THE MORTGAGEE: .....

.....

7.5 Mortgagee Becoming Owner

The mortgagee herein joins to consent to the terms of the agreement and agrees that in the event the lands become vested in him, the mortgagee shall be required to comply with the terms to the same extent as if he had joined as owner.

7.6 Owner's Liability

Until any service or work herein provided for is accepted by the Municipality, the Owner agrees to indemnify and save harmless the Municipality from all actions or suits which may arise either directly or indirectly by reason of the work done or the materials supplied by any of the parties to this agreement pursuant to any of the provisions of this agreement.

7.7 Notice to Purchaser of Services to be Provided

The Owner agrees to notify, or cause to be notified, each and every purchaser of land within the said subdivision of all the services to be provided for such purchaser.

7.8 Obligations Conditional on Zoning Approval

The Owner's obligations under this agreement shall be conditional upon the lands within the subdivision being zoned by the Municipality in accordance with Schedule 'F' hereto.

8. FINANCIAL PROVISIONS

8.1 Processing Fee

The Municipality acknowledges payment of the sum of $..... to be credited toward processing and administrative fees.*

8.2 Performance Guarantee

Prior to the commencement of the works, the Owner shall supply a performance and payment guarantee to the Municipality in an amount equal to ..... per cent** of the contract price for the installation of all services herein provided for, as estimated by the Municipal Engineer.

The performance guarantee shall be in the form of an irrevocable letter of credit from a chartered bank or trust company, or some other security acceptable to the Municipal Solicitor.

The performance guarantee may be released by the Municipality in parts from time to time as stages of services are accepted and as maintenance periods end.***

8.3 Levies or Imposts*

The Owner shall pay in cash the lot levy shown on Schedule ' 'hereto.

---

* The Municipality should check to determine what limits or restrictions may be in effect on processing fees and lot levies.

** The figure is frequently 100 per cent, but some municipalities are satisfied with less.

*** The Municipality may wish to release 50% of the value of each stage on acceptance and 50% on expiry of the maintenance period.

8.4 Taxes

The Owner shall pay in full all taxes in arrears.

8.5 Commutation of Local Improvements

As a condition of approval of the draft plan, the Owner shall commute all local improvements chargeable to the lands.

8.6 Insurance

Prior to commencing construction and installation of any of the services herein provided for, the Owner shall supply the Municipality with a liability insurance policy in the amount of ..... dollars and in a form satisfactory to the Municipal Solicitor indemnifying the Municipality from any loss arising from claims for damages, injury or otherwise in connection with the works done by or on behalf of the Owner on the lands until the expiration of the guarantee period on all the services herein provided for. The policy shall not have any exclusion for blasting. In the event any renewal premium is not paid, the Municipality, in order to prevent the lapse of such policy, may pay the renewal premium or premiums, and the Owner agrees to pay the cost of such renewals within ten (10) days of the account being rendered by the municipality.

8.7 Interest on Overdue Accounts

The Owner shall pay interest to the Municipality at the rate of ..... per cent on all monies payable under this agreement which are not paid on the due dates, calculated from the due dates to the date of payment.

9. MISCELLANEOUS PROVISIONS

9.1 Building Permits and Occupancy Certificates

Building permits shall be issuable upon completion of Stage I of the municipal servicing; occupancy certificates shall be issuable upon availability of electric power to the housing units and completion of Stage II of the municipal servicing.* (See Section 4.5).

9.2 Fencing

The Owner shall construct and erect a chain link fence having a height of ..... metres along each side of all public walkways.

9.3 House Numbers

All street numbers for use within the proposed plan of subdivision shall be allocated by the Municipality. The Owner shall furnish the Clerk with a copy of the subdivision plan as approved, upon which the Clerk will designate the proper number or numbers for each lot. It shall be the responsibility of the Owner to furnish the subsequent purchaser of each lot with the correct street number.

9.4 Signs to Indicate Zoning

The Owner agrees to erect signs of a size, in such location and for such periods of time as may be determined by the Municipality on which the zoning of the lands shall be clearly indicated. The said signs shall not be removed until permission is granted to the Owner by the Municipality to do so or until the Municipality removes the signs of its own accord.

---

* Other servicing requirements, such as the completion of an expansion of the municipal sewage treatment plant, could be included if appropriate.

9.5 Special Provisions

(The Municipality may wish to include special provisions relating to individual lots or to particular circumstances.)

9.6 Number and Gender

Wherever the singular or masculine is used in this agreement, if the context so requires it shall be deemed to include the plural or feminine.

BENEFIT AND BURDEN

IT IS DECLARED AND AGREED that this agreement and the covenants, provisions, conditions and schedules herein shall enure to the benefit of and be binding on the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Corporate seals of the Owner and the Municipality are hereunto affixed under the hands of their proper signing officers in that behalf.

IN WITNESS WHEREOF the mortgagee(s) has (have) hereunto set its (their) hand(s) and seal(s) duly attested to by a subscribing witness.

SIGNED, SEALED AND DELIVERED
in the presence of

.....

.....

THE OWNER

.....

.....

THE MORTGAGEE(S)

.....

.....

THE CORPORATION OF
THE MUNICIPALITY OF

.....

Approved & Authorized by
By-law No._____ enacted
the day of
A.D., 19 .

SCHEDULE 'A'

Description of Lands to Which This Agreement Applies

SCHEDULE 'B'

Draft Plan of Subdivision

SCHEDULE 'C'

Easements and Land Dedications

Land comprising 5% of the lands within the subdivision, for park purposes*

Walkways

Road Widenings

One-foot Reserves

Easements for the installation and maintenance of sewers and watermains

Utilities Easements

Land set aside for school purposes.

SCHEDULE 'D'

Engineering Design Criteria and Specifications

---

* This applies to residential subdivisions. For commercial and industrial subdivisions, the maximum is 2%.

SCHEDULE 'E'

Construction Schedule

Time Limits for Completion of Works

1. Watermains and Sewers

To be completed not later than one year from the date of registration of the plan of subdivision.

2. Sidewalks, Curbs, Walkways and Fencing

(a) If the plan of subdivision is registered before June 30th, the time limit is September 30th of the year following registration.

(b) If the plan of subdivision is registered after June 30th, the time limit is September 30th of the second year following registration.

3. Roads

Granular base and base course hot asphalt: to be completed not later than 18 months after registration of the plan of subdivision.

Final course hot asphalt: to be completed not later than 30 months after registration of the plan of subdivision.

4. Seeding, Sodding and Tree Planting

To be completed not later than 3 months* after the completion of the work on sidewalks, curbs, walkways and fencing.

---

* A longer time period may be appropriate in some areas, depending on the season and climatic conditions.

SCHEDULE 'F'

Proposed Zoning

SCHEDULE ' '

Other schedules which could be attached to and form part of a subdivision agreement include, for example: Lot Levies, Drainage Report, List of Undevelopable Lots and Agreement between the Owner and a Utility Company.

Prepared by: P. Beeckmans